

EXHIBIT D

After Recording Return to:  
Department of Ecology  
Attn: Byung Maeng  
3190 160 th Ave SE  
Bellevue, WA 98008-5452 \_\_\_\_\_

**Environmental Restrictive Covenant**

**Grantor:** The Boeing Company  
**Grantee:** State of Washington, Department of Ecology  
**Legal:** [Boeing needs to fill in]  
**Tax Parcel Nos.:** [Boeing needs to fill in]

Grantor, The Boeing Company, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ( hereafter "Covenant" ) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in favor of the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology"). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by The Boeing Company, its successors and assigns, and Ecology.

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- Cleanup Action Report

This document is on file at Ecology's Northwest Regional Office.

This Covenant is required because the Remedial Action was conducted to meet the Model Toxics Control Act (MTCA) Method C Soil Cleanup Levels for Industrial Properties

which may result in residual concentrations of tetrachloroethylene, trichloroethylene, cis-1,2-dichloroethylene, vinyl chloride, methylene, benzene, ethylbenzene toluene, 2-methylnaphthalene 1,1,2-trichloroethane, 1,1-dichloroethene, carbon tetrachloride, chloroform, acetone, isophorone, phenanthrene, copper, thallium, zinc, antimony, arsenic, cadmium, chromium (III), chromium (VI), mercury, selenium, silver and total petroleum hydrocarbon which exceed the MTCA Method B Cleanup Level(s) for SOIL established under WAC 173-340-740.

AND

This Restrictive Covenant is required because a conditional point of compliance has been established for groundwater.

The undersigned, The Boeing Company, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described in Attachment 1 of this Covenant and made a part hereof by reference.

The Boeing Company makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

1. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Renton's zoning regulations codified in the Renton Municipal Code, Title IV Development Regulations as of the date of this Restrictive Covenant.

2. No groundwater may be taken for domestic, agricultural or any use from the Property.

3. a. Soil under Building 4-78 contains tetrachloroethylene, trichloroethylene, vinyl chloride and total petroleum hydrocarbon. The Owner shall not alter, modify, or remove the

existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

b. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples; to inspect remedial actions conducted at the property; to determine compliance with this Covenant; and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

**The Boeing Company**

\_\_\_\_\_  
**Steven Shestag**  
**Director of Environmental Remediation Group**

Dated: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

\_\_\_\_\_  
**Julie Sellick, Section Manager**  
**Hazardous Waste and Toxics Reduction Program**  
**Northwest Regional Office**

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I certify that Steven Shestag personally appeared before me, acknowledged that **he** is the Director of Environmental Remediation Group of The Boeing Company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he** was authorized to execute said instrument for said corporation.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment

expires \_\_\_\_\_.

